

United States Bankruptcy Court
EASTERN DISTRICT OF MISSOURI

In re:)	
Chad M Rosemann)	Case No. 17-47531
Megan Louise Rosemann)	Hearing Date: 01/18/2018
Debtor(s))	Hearing Time: 11:00 AM
)	Hearing Location: 7 North

FIRST AMENDED CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:
(complete one of the following payment options)**

\$ 355.00 per month for 60 months.

\$__ per month for __ months, then \$__ per month for __ months, then \$__ per month for __ months.

A total of \$__ through __, then \$__ per month for __ months beginning with the payment due in __, 20__.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of NONE, if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. **Trustee and Court Fees**. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages**. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
Acceptance Now	0.00	6 Months

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments**. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
-NONE-		

(B) **Post-petition personal property lease payments**. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with the terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
Acceptance Now	\$120.00	8 Months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5A below:

CREDITOR NAME	MONTHLY PAYMENT
-NONE-	

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
-NONE-		

(E) **DSO claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
-NONE-		

4. **Attorney Fees.** Pay Debtor's attorney \$ 1,905.00 in equal monthly payments over 18 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
-NONE-		48 Months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.50 % interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/INTEREST
-NONE-		59 months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.50 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/INTEREST
First Associates Loan Servicing, LLC	10,548.22	6,644.50	59 months	7,689.03
Scott Credit Union	12,115.36	5,092.50	59 months	5,893.07

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
-NONE-				

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$ 2,000.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
-NONE-			

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §§507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
-NONE-		

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Lincoln County Collector of Revenue	480.65
Missouri Department of Revenue	899.90

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 58,563.32 . Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$ 0.00 . Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ 0.00 . Debtor guarantees a minimum of \$ 0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
-NONE-	

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
-NONE-	

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. § 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: December 26, 2017

DEBTOR: /s/ Chad M Rosemann
Chad M Rosemann

DATE: December 26, 2017

DEBTOR: /s/ Megan Louise Rosemann
Megan Louise Rosemann

RESPECTFULLY SUBMITTED,

A&L Licker Law Firm, LLC

By: /s/ Tobias Licker

Tobias Licker, #56778

1861 Sherman Dr.

St. Charles, MO 63303

(636) 916-5400

(fax) (636) 916-5402

email: tobias@lickerlawfirm.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of Debtor's First Amended Chapter 13 Plan was served either through the Court's ECF system or by regular mail, this December 26, 2017 to:

/s/ Sandeep Gulia

Diana s Daugherty
Chapter 13 Trustee
P.O. Box 430908
St. Louis, MO 63143

Acceptance Now
5501 Headquarters Dr
Plano TX 75024-0000

And to all creditors on the attached matrix

Aargon Collection Agen
8668 Spring Mountain Rd
Las Vegas, NV 89117

Acceptance Now
5501 Headquarters Dr
Plano, TX 75024

Account Resolution Cor
700 Goddard Ave
Chesterfield, MO 63005

Amco Insurance Co
PO Box 60068
City of Industry, CA 91716

Ameren Missouri
PO Box 66529
Saint Louis, MO 63166-6529

American Profit Recove
34405 W 12 Mile Rd Ste 3
Farmington Hills, MI 48331

Barnes Jewish Hospital
10 Hospital Dr
Saint Peters, MO 63376

Bass & Associates
Suite 200
3936 E Fort Lowell Rd
Tucson, AZ 85712

BJC Health Care
PO Box 958410
Saint Louis, MO 63195-8410

Bowling Green Veterinary
1230 US-61 BUS
Bowling Green, MO 63334

Butler Chiropractic
2900 Highway K #28
O Fallon, MO 63368

CACi
PO Box 270480
Saint Louis, MO 63127

Cap1/ymaha
90 Christiana Road
New Castle, DE 19720

Capital One Bank Usa N
15000 Capital One Dr
Richmond, VA 23238

CashNet USA
PO Box 643990
Cincinnati, OH 46264-3990

CBC Bank
115 N Lincoln Dr
Saint Peters, MO 63376

Central Finl Control
Po Box 66044
Anaheim, CA 92816

Charter Communication
PO Box 790086
Saint Louis, MO 63179-0086

City of O'Fallon
255 South Lincoln Ave
O Fallon, IL 62269

Collection Associates LTD
Po Box 465
Brookfield, WI 53008

Condor Securitization Trust
Po Box 503430
San Diego, CA 92150

Consumer Adjustment Co
C/O Dennis Joseph Barton
17600 Chesterfield Airport Rd
Suite 201
Chesterfield, MO 63005

Credit Cntrl
5757 Phantom Dr.
Hazelwood, MO 63042

Credit Management LP
4200 International Pkwy
Carrollton, TX 75007

Credit One Bank
Po Box 98872
Las Vegas, NV 89193-8872

Dennis J Barton, III
17600 Chesterfield Airport Rd.
Suite 201
Chesterfield, MO 63005

Des Peres Hospital
PO Box 66044
Anaheim, CA 92816

Diversifd Co
900 South Highway
Fenton, MO 63026

Division of Employment Security
C/O Shannon Branson
PO Box 3100
BPC Unit
Jefferson City, MO 65102

Elliott H. Farberman, MD
755 Dunn Road
Hazelwood, MO 63042

Fingerhut Directing Marketing
6509 Flying Cloud Dr
Eden Prairie, MN 55344

First Associates Loan Servicing, LLC
2356 Moore Street, Suite 104
San Diego, CA 92110

First Premier Bank
3820 North Louise Ave
Sioux Falls, SD 57107

HRRG
Po Box 5406
Cincinnati, OH 45213

IRS
PO Box 7346
Philadelphia, PA 19101

Jefferson Capital Systems LLC
16 McLeland Rd.
Saint Cloud, MN 56303

Kay Jewelers
PO Box 3680
Akron, OH 44309-3680

Lake Forest Emergency Group LLC
100 Medical Plaza
Lake Saint Louis, MO 63367

Lincoln County Collector of Revenue
Jerry L Fox
201 Main St# 103
Troy, MO 63379

Linebarger Goggan Blair & Sampson LLP
900 Arion Parkway, Suite 104
San Antonio, TX 78216

MBA Law Offices
2222 Texoma Pkwy, Suit 160
Sherman, TX 75090

Medical Revenue Service
Po Box 938
Vero Beach, FL 32961

Mercy Clinic -St Louis
PO Box 206153
Dallas, TX 75320

Mercy Hospital
Po Box 504655
Saint Louis, MO 63105

Mercy Virtual Business Office
P.O. Box 504856
Saint Louis, MO 63150

Metro-West Anesthesia Group
PO Box 958864
Saint Louis, MO 63195-8864

Midland Funding, LLC
8875 Aero Dr Ste 200
San Diego, CA 92123

Missouri Department of Revenue
PO Box 475
301 W. High Street
Jefferson City, MO 65105-0475

National Credit Adjust
327 W 4th Ave
Hutchinson, KS 67501

National Credit Adjusters
PO Box 3023
Hutchinson, KS 67504

National Healthcare Collections
700 Spirit of St. Louis Blvd.
Suite B
Chesterfield, MO 63005

National Recovery Agen
2491 Paxton St
Harrisburg, PA 17111

NCO Financial System
PO Box 15630
Wilmington, DE 19850

NCO Financial System
PO Box 15609
Wilmington, DE 19850

Ninion S Riley
PO Box 3100
Jefferson City, MO 65102

Northland Group, Inc
PO Box 390846
Minneapolis, MN 55439

One Advantage, LLC
7650 Magna Dr
Belleville, IL 62223-3366

Pediatric Medical Group
621 S New Ballas Rd
Saint Louis, MO 63141

Pepose Vision Institute
1815 Clarkson Rd.
Chesterfield, MO 63017

Portfolio Recovery Associates
120 Corporate Blvd
Ste 100
Norfolk, VA 23502

Quantum 3 Group LLC
P.O. Box 788
Kirkland, WA 98083

Radiologic Imaging Consultants
PO Box 780
Saint Charles, MO 63302-0780

Radiologic Imaging Consultants
220 Compass Point Dr
Saint Charles, MO 63301

Receivable Solutions Inc.,
P.O.Box 505023
Saint Louis, MO 63150

Receivable Solutions, Inc
PO Box 1984
Southgate, MI 48195-0984

Regional Credit Services
1201 Jefferson St
Ste 150
Washington, MO 63090

Reviver Financial LLC
PO Box 3023
Hutchinson, KS 67504

Rise Credit of Missouri
4150 International Plaza Ste 300
Fort Worth, TX 76109

Salander Enterprises
Po Box 465
Brookfield, WI 53008

Schumacher Group
PO Box 770
Larkspur, CO 80118

Scott Credit Union
PO Box 485
Edwardsville, IL 62025

SE Emergency Phys Memphis
Po Box 740023
Cincinnati, OH 45274-0023

Senex Services Corp
333 Founds Rd
Indianapolis, IN 46268

Shaffer & Associates
101 S. 5th Street
Columbia, MO 65201

SSM Health
P.O.Box 795100
Saint Louis, MO 63179

SSM Medical Group
PO Box 795100
Saint Louis, MO 63179-0700

St. Anthony's Medical Center
PO Box 510410
Saint Louis, MO 63151

St. Johns Mercy Hospital
615 South New Ballas
Saint Louis, MO 63141

St. Joseph Health Center
SSM Healthcare
PO Box 505233
Saint Louis, MO 63150

St. Luke's Medical Group
232 S Woods Mill Rd
Chesterfield, MO 63017

Stellar Recovery Inc
1327 Hwy 2 W
Kalispell, MT 59901

Stephens OB GYN Associates
226 S Woods Mill Rd Ste 55W
Chesterfield, MO 63017

Thd/cbna
Po Box 6497
Sioux Falls, SD 57117

The Barton Law Group, LLC
Re: Title Loan Company
17600 Chesterfield Airport Road
Suite 201
Chesterfield, MO 63005

The Enchanted Bride
9611 Olive Blvd.
Saint Louis, MO 63132

The Johnson Law Firm
220 Salt Lick Road
Saint Peters, MO 63376

Total Visa
PO Box 5220
Sioux Falls, SD 57117

Tower Loan
Pob 320001
Flowood, MS 39232

Transworld Sys Inc/33
507 Prudential Rd
Horsham, PA 19044

U S Dept Of Ed/Gsl/Atl
Po Box 4222
Iowa City, IA 52244

United States Attorney
111 South 10th Street
20th Floor
Saint Louis, MO 63102

Washington University
1 Barnes Jewish Hosp
Saint Louis, MO 63110

Washington University Physicians
660 S Euclid Ave Campus
PO Box 8239
Saint Louis, MO 63110

Washington University School of Medicine
660 S Euclid Ave
Saint Louis, MO 63110

Webbank/fingerhut Fres
6250 Ridgewood Road
St Cloud, MN 56303